

# Terms and Conditions BC3S | Partners in Productivity

1-12-2025

## A. GENERAL

In these general terms and conditions, the following definitions apply:

1. *Contractor*: BC3S | Partners in Productivity, established in Damwâld.  
BC3S | Partners in Productivity is registered with the Dutch Chamber of Commerce as follows;  
BC3S Contract Solutions (KVK: 97493457)  
BC3S Industrial Solutions (KVK: 83697438)
2. *Client*: the natural person or legal entity that has commissioned the Contractor to perform work that falls within the usual field of activity of the consultant.
3. *Activities*: all activities commissioned and all further activities that may arise from the assignment or that are related thereto, including, but not limited to:
  - consulting;
  - interim managing;
  - implementing and participating in projects;all of the foregoing in the broadest sense of the word and in any case including the activities as stated in the order confirmation.
4. *Documents*: all goods made available by the Client to the Contractor, including documents or data carriers, as well as all goods manufactured by the Contractor in the context of the execution of the assignment, including documents or data carriers.
5. *Agreement*: any agreement between the Client and the Contractor to perform work by the Contractor on behalf of the Client, in accordance with the provisions of the order confirmation.

## B. APPLICABILITY

1. These general terms and conditions apply to all agreements entered into by the Contractor within the framework of the performance of the work referred to under A.4, or to offers or quotations for such agreements.
2. The client also and unconditionally accepts the applicability of these general terms and conditions for all future agreements and offers for agreements.
3. Deviations from or additions to these general terms and conditions are only effective if and insofar as the Contractor has expressly confirmed them to the Client in writing. Unless expressly agreed otherwise in writing, these deviations from or additions to the general terms and conditions only relate to the relevant agreement.
4. The Client's general terms and conditions, insofar as they are not in accordance with these general terms and conditions, will only be applicable if the Contractor has expressly agreed to this with the Client in separate writing.
5. All assignments are accepted and carried out exclusively by the Contractor, with the exception of Articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code.
6. These general terms and conditions also apply to the benefit of personnel and auxiliary staff of the Contractor who are employed in the execution of the agreement, as well as to third parties through whom the Contractor has the agreement executed in whole or in part.
7. If any clause of these general terms and conditions or of the agreement concluded between the Client and the Contractor is null and void, the remainder of the agreement will remain in force as much as possible and the relevant clause will be replaced immediately by a clause that approximates the purport of the original clause as closely as possible in consultation between the parties.

## C. COMMENCEMENT AND DURATION OF THE CONTRACT

1. The agreement is only concluded at the time that the Contractor accepts the work assigned to it orally or in writing, preferably by means of a written order confirmation, or has commenced the performance thereof in a manner that is recognisable to the Client.
2. The agreement constitutes a contract for services as referred to in Article 7:900 of the Dutch Civil Code.
3. The agreement is entered into for an indefinite period of time, unless it follows from the nature or purport of the assignment granted that it has been entered into for a definite period of time.

## D. CLIENT DETAILS

1. The Client is obliged to make all information and documents that the Contractor deems necessary for the correct execution of the assignment made available to the Contractor in a timely manner in the form and manner desired by the Contractor. Data and documents should also be understood to include the documents required by the contractor to establish the identity of the client on the basis of the Identification in Services Act.  
Additional costs incurred as a result of the Client's failure to provide the data or information requested by the Contractor, or not to provide it in a timely or proper manner, will be borne by the Client.
2. The Contractor has the right to suspend the execution of the assignment until the Client has fulfilled the obligation referred to in the previous paragraph.
3. The Client guarantees the correctness, completeness and reliability of the data and information provided to the Contractor by or on behalf of the Contractor.
4. Insofar as the client so requests, the documents made available by him will be returned to him.
5. After the completion of the execution of the assignment, the Contractor is not obliged to keep the data and documents made available to it by the Client for longer than the retention period applicable to the Contractor.

## E. EXECUTION OF ASSIGNMENT

1. The Contractor shall determine the manner in which and by which persons employed by him the assignment granted will be carried out. He performs the assigned work to the best of his ability and as a diligent professional.
2. The Contractor has the right, if this is necessary or conducive to the proper execution of a given assignment, to have certain activities carried out by third parties, without notifying the Client, to charge the costs of these third parties to the Client and to accept limitations of the liability of this third party on behalf of the Client.
3. The Contractor is not liable for any shortcomings of these third parties.
4. The Contractor is not obliged to object on behalf of the Client to decisions of the tax authorities addressed to the Client, of which a digital copy has been sent to the Contractor by the tax authorities, unless the Client has given the Contractor the instruction in writing no later than five working days before the expiry of the objection period.
5. In view of the nature of the work to be performed by the Contractor, the Contractor cannot guarantee the achievement of any intended result.
6. In the event that the proper performance of an agreement entered into with the client entails the performance of activities that were not originally part of the agreement, the

agreement shall be deemed to extend to these other activities as well and the time spent on them shall be invoiced to the client in the usual manner.

7. The Client and the Contractor are always entitled to terminate the agreement by registered letter or by bailiff's writ with due observance of a period of 3 days. In the event of termination, the Client is obliged to reimburse the Contractor for the costs incurred in the meantime as well as the time spent by him in the meantime in accordance with the provisions of Articles I and J.

## F. CONFIDENTIALITY AND EXCLUSIVITY

1. Subject to obligations to disclose certain information imposed on it by law, including the Unusual Transactions Notification Act and other national or international regulations with a similar effect, the Contractor is obliged to maintain confidentiality towards third parties who are not involved in the execution of the assignment, unless and insofar as the Client has released the Contractor from this duty of confidentiality. This confidentiality concerns all information of a confidential nature made available to it by the Client and the results obtained through its processing.
2. If the Contractor acts on its own behalf in disciplinary, civil or criminal proceedings, it is entitled to use the data and information provided by or on behalf of the Client, as well as other data and information of which it has become aware during the execution of the assignment, insofar as it reasonably deems these may be relevant.
3. The Contractor is entitled to use the numerical results obtained after processing, provided that these results cannot be traced back to individual clients, for statistical or comparable purposes.
4. Except for the provisions of the previous paragraph, the Contractor is not entitled to use the information made available to it by the Client for a purpose other than that for which it was obtained.

## G. INTELLECTUAL

1. All intellectual property rights with regard to the intellectual products that the Contractor develops or uses in the execution of the assignment belong exclusively to the Contractor.
2. Subject to the express prior written consent of the Contractor, the Client is expressly prohibited from reproducing, disclosing or exploiting these products, including computer programs, system designs, working methods, advice, (model) contracts and other intellectual products, whether or not with the involvement of third parties.
3. The Client is not permitted to hand over tools of those products to third parties, other than to obtain an expert opinion about the activities of the Contractor.

## H. FORCE MAJEURE

1. If the Contractor is unable to fulfil its obligations under the agreement, or is unable to do so in a timely manner or properly, as a result of a cause not attributable to it, including, but not limited to, stagnation in the regular course of affairs within its company as a result of the incapacity for work of its employees, a strike or calamities such as water damage, fire, theft and defects or malfunctions in the performance of the assigned work equipment, those obligations will be suspended until such time as the Contractor is still able to fulfil them in the agreed manner
2. The Contractor is obliged to warn the Client immediately if it is in a case of force majeure as referred to in paragraph 1, after which the parties will consult with each other about the consequences to be attributed to this.

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3. If the other party is a natural person who is not acting in the exercise of a profession or business, the other party will be entitled to dissolve the agreement if the Contractor makes use of its authority to suspend the agreed work in the event of force majeure.

## I. HONORARIUM

1. Before the start of the work and in the interim, the Contractor has the right to suspend the performance of the work until such time as the Client has paid the Contractor an advance payment to the Contractor determined in accordance with reasonableness and fairness for the work to be carried out, or has provided security for this.
2. The Contractor's fee does not depend on the outcome of the assignment awarded. The fee is calculated with due observance of the usual rates of the Contractor and is payable to the extent that the Contractor has performed work for the Client.
3. Unless otherwise stated or accepted by the Contractor, the Contractor will periodically invoice the costs of its services, if necessary plus advances and invoices from third parties engaged, on the basis of the time actually spent on the assignment, at an hourly rate agreed by it with the Client. If a rate has not been expressly agreed with the client, the (hourly) rates and disbursements usually used by the Contractor for the work in question will apply.
4. Contractor is entitled to index the agreed rates annually as of January 1, by at least the Consumer Price Index (CPI) published by the Dutch Central Bureau of Statistics (CBS) for the previous year. The Contractor may apply a higher indexation if this is necessary due to substantial cost increases.

## J. PAYMENT

1. Payment by the Client of the invoice amount must be made within 14 days of the invoice date, in Dutch currency, at the offices of the Contractor or by transfer to a bank account to be designated by the Contractor and, insofar as the payment relates to work, without any right to a discount or set-off.
2. If the client has not paid within the aforementioned period or within the further agreed period, he will be in default by operation of law without any demand or notice of default being necessary, and he will owe interest equal to the statutory interest as referred to in Articles 6:119 and 6:120 of the Dutch Civil Code or (if the client is a natural person acting in the exercise of a profession or business or a legal entity) Articles 6:119a and 6:120 of the Dutch Civil Code, which interest is calculated from the 31st day after the date of the invoice until the date of full payment.
3. If the Client is in default, all invoices submitted by the Contractor in the name of the Client will become due and payable, including any invoices to be drawn up by the Contractor in respect of work performed in the current invoice period.
4. All costs incurred as a result of judicial or extrajudicial collection of the amount due to the Contractor will be fully reimbursed by the Client. The extrajudicial costs are considered to be at least 15% of the amount to be claimed and at least € 125.00.
5. In the event of a joint assignment, the Clients are jointly and severally liable to the Contractor for the payment of the amount owed to the Contractor insofar as the work has been carried out for the benefit of the joint Clients.
6. Regardless of payment agreements to the contrary, the Contractor is always entitled to require the other party to provide sufficient security for the correct performance of the agreement, or to require advance payment or cash payment upon delivery.

## K. COMPLAINTS

1. A complaint with regard to the work performed or the invoice amount must be filed within 30 days of the date of dispatch of the documents or information complained about by the Client, or, if the Client demonstrates that it could not reasonably have discovered the defect earlier, within 30 days of the discovery of the defect, notified to the Contractor in writing. The complaints must contain a clear and properly substantiated description of the complaints.
2. A complaint as referred to in the first paragraph does not suspend the payment obligation of the Client.

## L. LIABILITY

1. The Contractor undertakes to insure and keep insured against liability for damage as a result of the non-execution, incorrect, non-timely or incomplete execution of assignments. The Contractor is obliged to send a copy of the policy conditions of this insurance to the Client free of charge at the Client's first request.
2. Liability for compensation for damage suffered shall be limited to the amount actually paid out under the insurance referred to in paragraph 1 plus the amount of the excess. If, for whatever reason, no payment is made under the insurance referred to in paragraph 1 through no fault or fault of the Contractor, any liability is limited to twice the amount that the Client has paid to the Contractor as a fee according to the provisions under I and J and/or is still owed in respect of the work to which the event causing the damage relates or to which it is related, with a maximum of € 500,000,--
3. The Contractor is not liable for damage to or destruction of documents during transport or during sending by post, regardless of whether the transport or shipment is carried out by or on behalf of the Client, the Contractor or third parties.
4. The Client indemnifies the Contractor against all claims from third parties that are directly or indirectly, indirectly or immediately related to the execution of the agreement.

## M. TERMINATION

1. The Client and the Contractor may terminate the agreement in full or, insofar as it has not yet been performed, for the part thereof that has not yet been performed, by registered letter with acknowledgement of receipt to the other party, if and as soon as one of the following circumstances occurs:
  - The other party will not fulfil its obligations arising from the agreement, after having been given written notice of default, within 20 working days, or will not do so on time or properly;
  - The other party is declared bankrupt or applies for a suspension of payments;
  - The other party is placed under guardianship or administration;
  - The other party will shut down or cease its business in whole or in part, or transfer it in whole or in part to a third party.

## N. APPLICABLE LAW AND CHOICE OF FORUM

1. All agreements between the Client and the Contractor are exclusively governed by Dutch law.
2. All disputes relating to agreements between the Client and the Contractor shall be settled by the competent court in the district in which the Contractor is domiciled, unless it concerns disputes that do not relate to the Client's business or profession.

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## O. ALTERATIONS

1. The Contractor is always entitled to change these general terms and conditions.
2. Amendments will only become binding on the Client if the Contractor has filed the amended general terms and conditions with a Chamber of Commerce and Industry or with the registry of a district court, as well as the other party has notified the other party of the amendments to the general terms and conditions and fourteen days have elapsed after the date of this notification, without the Client having notified the Contractor in writing with the amendments.